

EXHIBIT F

(Document Produced in Wolf Litigation)

TAGLaw International Lawyers

Jill Pedigo Hall
Direct Telephone
608-661-3966
Jill.hall@vonbriesen.com

November 16, 2022

PERSONAL & CONFIDENTIAL

VIA EMAIL

City Attorney Charles Adams
City of Sheboygan
828 Center Avenue, Suite 210
Sheboygan, WI 53081

RE: Legal Services

Dear Chuck:

Thank you for asking von Briesen & Roper, s.c. to assist the City of Sheboygan (the "City") in conducting an investigation into the factual circumstances of concerns and complaints regarding the conduct and communications of City Administrator Todd Wolf, and also into allegations of improper and illegal conduct made by Administrator Wolf. This letter sets out in writing our terms and conditions upon which we will provide legal services. The purpose of this letter is to articulate and confirm these terms and conditions.

RESPONSIBILITIES

In reliance upon information and guidance provided by you, we will provide legal counsel and assistance in accordance with this letter, keep you reasonably informed of progress and developments, and respond to your inquiries.

To enable us to effectively render these services, you agree to fully and accurately disclose to us all facts that may be relevant to the matter or that we may otherwise request and to keep us informed of developments relating to the matter. You will assist and cooperate with us as appropriate in dealing with the matter.

FEES FOR LEGAL SERVICES

Our fees for legal services rendered to you will be based on the amount of time required and the hourly rates of the attorneys and paralegals that render the services. These rates are periodically adjusted to reflect increased efficiency, skills and cost increases. The adjusted rates will apply to all services performed thereafter. Our current billing rates for the attorneys and paralegals we

anticipate will be working on behalf of you range from \$175 to \$315, billed in 1/10th hour increments. My billing rate for this matter is \$315. We will use personnel with lower billing rates, including paralegals, to the extent practical and beneficial to work on your matter.

LIMITED LIABILITY

von Briesen & Roper, s.c., is a limited liability entity under Wisconsin law. This means that if we fail to perform our duties in our representation of the City, and that failure causes the City damages, our firm and the shareholder(s) directly involved in the representation may be responsible to the City for those damages, but the firm's other shareholders will not be personally responsible. Our professional liability insurance exceeds the minimum amounts required by the Wisconsin Supreme Court for limited liability entities of our size.

COMMUNICATION BY E-MAIL

Our firm often communicates with its clients via unencrypted internet e-mail. While unencrypted e-mail is convenient and fast, there is risk of interception, not only within our internal networks and the systems used by internet service providers, but elsewhere on the internet and in the systems our clients and their internet service providers. We will use unencrypted e-mail to communicate with you.

FILE RETENTION AND DESTRUCTION

In accordance with our records retention policy, most paper and electronic records that we maintain are subject to a 10-year retention period from the last matter activity date or whatever date we deem appropriate. Extended retention periods may apply to certain types of matters or pursuant to your specific directives.

After the expiration of the applicable retention period, we will destroy your records without further notice to you, unless you notify us otherwise. At the conclusion of your matter, you may opt to retrieve your records from our firm. We are happy to accommodate you in this regard.

GENERAL PROVISIONS

Enclosed is a statement entitled "General Provisions" setting forth additional terms and conditions which are incorporated into this letter and apply to our representation to the extent they are not inconsistent with the terms of this letter.

◆ ◆ ◆ ◆

If this letter correctly reflects your understanding of the terms and conditions of our representation, please confirm your acceptance by signing this agreement in the space provided and return it to me. Upon your acceptance, these terms and conditions will apply retroactively to the date we first performed services for you. If this letter is not signed and returned, you will be obligated to pay us the reasonable value of any services we may have performed, but we cannot continue to render

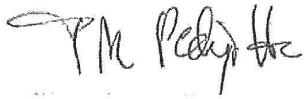
Mr. Charles Adams
November 16, 2022
Page 3

services.

I am very pleased to have this opportunity to be of service to the City. If at any time during the course of our representation you have any questions or comments about our costs, services, or any aspect of how we provide services please call me at (608) 661-3966.

Very truly yours,

von BRIESEN & ROPER, s.c.



Jill Pedigo Hall

JPH/sma
Enclosure

AGREED AND ACCEPTED:

I agree to retain the services of von Briesen & Roper, s.c. under the terms and conditions specified above.

CITY OF SHEBOYGAN

By: _____

Charles Adams, City Attorney

Date: _____

11-28-22

GENERAL PROVISIONS

Except as modified by the accompanying engagement letter, the following provisions will apply to the relationship between von Briesen & Roper, s.c., and our clients:

(1) The time for which a client will be charged will include, but will not be limited to, telephone and office conferences with a client and counsel, witnesses, consultants, court personnel, and others; conferences among our personnel; factual investigation; legal research; responding to clients' requests to provide information to auditors in connection with reviews or audits of financial statements; drafting of letters, pleadings, briefs, and other documents; travel time; waiting time in court or elsewhere; and time in depositions and other discovery proceedings.

(2) Clients are responsible for payment to reimburse us for costs incurred in performing services such as photocopying, messenger and delivery, air freight, computerized research, videotape recording, travel (including mileage, parking, airfare, lodging, meals, and ground transportation), long distance telephone, photocopying, word processing, court costs, and filing fees. To the extent we directly provide any of these services, we reserve the right to adjust the amount we charge, at any time or from time to time, as we deem appropriate, in light of our direct costs, our estimated overhead allocable to the services, and outside competitive rates. Unless special arrangements are made, fees and expenses of others (such as experts, investigators, witnesses, consultants, and court reporters) and other large disbursements will not be paid by our firm and will be the responsibility of, and billed directly to, the client.

(3) We may, on occasion, furnish estimates of fees or charges we anticipate will be incurred on a client's behalf, these estimates are by their nature inexact. We are not bound by any estimates except as expressly set forth in the engagement letter or otherwise agreed to by us in writing.

(4) Fees, disbursements, and other charges will be billed monthly and are payable upon presentation. We expect prompt payment.

(5) A client shall have the right at any time to terminate our services and representation upon written notice to the firm. Such termination shall not, however, relieve the client of the obligation to pay for all services rendered and disbursements and other charges made or incurred on behalf of the client prior to the date of termination.

(6) We reserve the right to withdraw from our representation with the client's consent or for good cause. Good cause may include the client's failure to honor the terms of the engagement letter, the client's failure to pay amounts billed in a timely manner, the client's failure to cooperate or follow our advice on a material matter, or any fact or circumstance that would, in our view, impair an effective attorney-client relationship or would render our continuing representation unlawful or unethical. If we elect to do so, the client will take all steps necessary to free us of any obligation to perform further, including the execution of any documents (including forms for substitution of counsel) necessary to complete our withdrawal, and we will be entitled to be paid for all services rendered and disbursements and other charges made or incurred on behalf of the client prior to the date of withdrawal.